

Jason J. Ruedy
LAW OFFICES OF ROYCE & BRAIN
1407 West Thirty-First Avenue, 7th Floor
Anchorage, Alaska 99503-3678
Telephone: (907) 258-6792
Facsimile: (907) 276-2919

Attorneys for Plaintiff Personnel Plus Employment Agency, Inc.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

UNITED STATES, for the use and benefit
of PERSONNEL PLUS EMPLOYMENT
AGENCY, INC.,

Plaintiff,

vs.

TRAVELERS CASUALTY AND
SURETY COMPANY OF AMERICA
PAYMENT BOND NO. 105385885,

Defendant.

Case No. 3:12-cv-_____

COMPLAINT

COMES NOW Use Plaintiff Personnel Plus Employment Agency, Inc.
("Plaintiff"), by and through its counsel of record, the Law Offices of Royce & Brain, and for
its Complaint against Defendant, Travelers Casualty and Surety Company of America Payment
Bond No. 105385885 ("Defendant"), hereby states and alleges as follows:

JURISDICTION & VENUE

1. Plaintiff is, and at all relevant times was, a corporation organized and existing under the laws of the State of Alaska.

2. Plaintiff operates as a licensed Alaska employment and personnel services agency and is in all ways qualified to bring and maintain this action.

3. Based on information and belief, Defendant is a foreign corporation organized and authorized to transact surety business in the State of Alaska.

4. Defendant issued Payment Bond No. 105385885 to Kiewit Building Group, Inc. ("Kiewit"), in its capacity as general contractor on a federal construction project located at Fort Wainwright, Alaska, known as FTW 347, Railhead Operation Facility (Phase 2), Project No. W911KB-10-C-0015 ("Project").

5. This action arises under and the Court has jurisdiction pursuant to 40 U.S.C. § 3131 *et seq.* ("Miller Act").

FACTS

6. Kiewit entered into a subcontract with ACD Rail Services Corp. ("ACD") to furnish certain labor, material, services and/or equipment to the Project.

7. ACD, in turn, entered into a service agreement with Plaintiff to furnish certain labor and personnel services necessary to facilitate performance of ACD's scope of work under its subcontract with Kiewit.

Complaint

Personnel Plus Employment Agency, Inc. v. Travelers Casualty and Surety Company of America

Case No. 3:12-cv-_____

Page 2 of 5

8. Plaintiff satisfied all of its obligations under its service agreement with ACD and last furnished labor and personnel services to the Project on September 2, 2011, which labor and personnel services were accepted by the Project owner and fully incorporated into the Project.

9. Despite demand being made, ACD failed and/or refused to pay Plaintiff, in full, for all labor and personnel services ACD received from Plaintiff on the Project.

10. As of November 23, 2011, ACD owed Plaintiff a balance of \$65,936.88 for labor and personnel services Plaintiff furnished to the Project.

11. On November 23, 2011, Plaintiff provided Kiewit with written notice of its claim on the Project arising out of ACD's non-payment, in accordance with 40 U.S.C. § 3133(b)(2).

12. More than ninety (90) days but less than one (1) year has elapsed from the last date on which Plaintiff furnished labor and personnel services to the Project.

13. The amount due to Plaintiff as a result of the labor and personnel services it furnished to ACD on the Project has not been disputed by ACD.

Complaint

Personnel Plus Employment Agency, Inc. v. Travelers Casualty and Surety Company of America

Case No. 3:12-cv-_____

Page 3 of 5

COUNT I – CLAIM ON PAYMENT BOND

14. Plaintiff re-alleges the paragraphs above, and further states and alleges as follows:

15. Defendant issued Payment Bond No. 105385885 to Kiewit pursuant to the Miller Act, for the benefit of all persons/entities supplying labor, material, services and/or equipment to the Project.

16. Defendant is liable to Plaintiff for payment of all amounts owed on the Project, which outstanding balance, as of November 23, 2011, totaled \$65,936.88.

COUNT II – QUANTUM MERUIT

17. Plaintiff re-alleges the paragraphs above, and further states and alleges as follows:

18. Plaintiff is entitled to receive the reasonable value of all labor and personnel services it furnished to the Project.

19. The reasonable value of the labor and personnel services furnished by Plaintiff to ACD for use on the Project that remains due and owing totaled \$65,936.88 as of November 23, 2011.

Complaint

Personnel Plus Employment Agency, Inc. v. Travelers Casualty and Surety Company of America

Case No. 3:12-cv-_____

Page 4 of 5

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

- A. For a final judgment against Defendant Payment Bond No.105385885, in the principal amount of \$65,936.88.
- B. For an award of pre- and post-judgment interest at the highest rate allowed by law.
- C. For award of actual costs and attorney's fees necessarily incurred by Plaintiff in having to bring and maintain this action.
- D. For such other and further relief as this Court deems just and equitable.

DATED at Anchorage, Alaska, this 12th day of January, 2012.

LAW OFFICES OF ROYCE & BRAIN
Counsel for Plaintiff Personnel Plus
Employment Agency, Inc.

s/ Jason J. Ruedy
1407 W. 31st Avenue, 7th Floor
Anchorage, Alaska 99503
Telephone: 907-258-6792
Facsimile: 907-276-2919
E-mail: jruedy@roycebrain.com
Alaska Bar Association No. 9911070